

1884-026
Lee Co.

Chancery Causes: Joseph Rhodes vs. Nelson Johnson &c

Wallen, Brotherton, Rhoades, Glass, Darnel, Starnes

CA- Contract Dispute
T- Property

To the Honorable John A Kelly Judge of
the Circuit Court of Lee County Lee
County to wit.

Your Orator Joseph Rhoad would represent
unto your Honor that your Orator bought
a certain tract of land of Nelson Johnson
for the sum of \$300.00 The land being
and lying in Lee County Virginia on the
Blackwater about 10 miles south of
Gonsville your Orator executed his notes
for the perches money under seal your
Orator would represent unto your Honor
that Nelson John assign two notes to Jacob
Brotherton for the sum of seventy seven dollars
+ 50 cts each and your Orator would further
represent that Jacob Brotherton filed
a Bill in the county court of Lee County
Va. 1870. against Joseph Rhoads and others in
which he charges that on the 23 day of November
1867 Joseph Rhoads executed to Nelson Johnson two
Notes under seal for the sum of seventy
seven dollars + 50 cts each which he claimed as
a balance on the land in controversy
One of the notes was subject to a credit of
sixty dollars. And the said Jacob Brotherton
ask that the land be sold to pay the said
debts. Your Orator would further represent that
Jacob Brothertons Bill was dismissed at the

March Term 1871. But before dismissed on the 22 day
of February 1871, your Ordn Joseph Rhoads filed
his Crossbill, to the Bill filed in the County
Court against him and Nelson Johnson by Jacob
Brotherton in which your Ordn represented
that it was true he bought a tract of land
of land from Nelson Johnson, for which
he was to pay \$300,00. & for which the said
Johnson was to make him a general warranty
deed or title & that your Ordn did return
to & took possession of a part of the land
he bought. - your Ordn further represented
that there is a part of the land claimed by
William M. Sage about 25 acres, which the said
Johnson as afore said. had no title. your
Ordn further represented that should
it turn out Sage should hold the land
by ~~him~~ that in this way, your Ordn claimed
that the purchase money is largely over paid
& therefore on the principles of equity would
not only be paid but Johnson would be
largely in debt to your Ordn. your Ordn
further represented that the title for the
land was in Greenberry Wallin, & that Nelson
Johnson purchased from Wallin as afore said
& paid the said Wallin for so much & for
which he was to make added to the land in
controversy. and after your Ordn dismissed

his suit. Said Wallin without any thrivity
would not make or attempt to make
oath for ~~Said~~ ^{said} land to Jacob Brotherton
your Oritor would further represent
that Greenberry Wallin did make oath
to your Oritor Joseph Rhoads for the land
in controversy. he never signed it to go to
record but destroyed it. now the object of
this Bill is to compel the said Wallin
Brotherton to make to your Oritor
for the ^{land} in controversy or compel to
Nelson Johnson & Jacob Brotherton to
the sum of \$500.00 with its interest to go
Oritor. your Oritor prayer is that Nelson-
Johnson & ^{Jacob} Brotherton & Greenberry Wallin be made defendants
to this ~~suit~~ Bill and be required to
render a full true and perfect answer to
this Bill. that your Oritor may have all
such other and further and General relief
in the premises as the nature of his case
may require or to equity shall seem meet
and your Oritor will ever pray &c.
Hofenbarger
(H. Y.)

Orcl 7.10

Joseph. Rhoads

95. ^{Bill.}

Nelson. Johnson
Greenberry Wallin

1877. July. The Exacted on Deft
Wallin & Loane. Visi

" Aug. 2. Visi & same Cants.
& set for hearing by Deft.

1880. Contd this year.

1881. Mr. Amended Bill filed.

" Aug. Continued

1882. Mr. Contd. Aug. Contd
Novr. continued

1883. Mr. Aug. contd

" Novr. contd

1884. Mr. Deerce final

Chd 12.0

To the Honorable John A. Kelley Judge of
the Circuit of ~~Lee~~ County

The amended Bill of Joseph ~~Lee~~ County to wit
~~Plaintiff~~ ^{Plaintiff} ~~vs~~ ^{vs} ~~Defendant~~ ^{Defendant}
Your Orator Joseph Rhoads humbly complaining
Sheweth unto your honor that your Orator
Bought a certain tract of land from Nelson
Johnson for the sum of three hundred dollars
for which your Orator paid One five m^{ts} the price
being fix at \$145.00 at the time the land was bought
your Orator would further represent unto
your honor that he did execute his two notes under
seal for \$77.50 each for the balance of the purchase
money on the said land which he purchased from
Nelson Johnson about the year 1867 or 1868 the
land being and being in the county of Lee on the
waters of North Fork River near the Tennessee
line containing seventy five acres about 75
South of Noonville in the County of Lee in
the state of Virginia. your Orator would further
State unto your honor that Nelson Johnson
assign over two notes to Jacob Brotherton for
\$77.50 each they being the same notes. your
Orator gave to Nelson Johnson for the
land as aforesaid & they being the same notes
that Nelson Johnson assign over to Jacob Brotherton
for seventy five dollars & 50^{ts} each your Orator
would further State some time in the year 1868 or
1869 he made another payment of \$25.00 same year he
made other payments to wit \$2.00 6 bushels of Oats

\$2,00 and 5005 shremeking same year he paid
Nelson Johnson one claim of \$225,00 On Sayett
Willis & Demp singleton for \$112,50 your Orator
would further ^{state} that he has ^{fully} paid all the purchase
money on the land he bought from Nelson Johnson
Which the record of the County Court of Lee will fully
show which will be filed as a part of this bill
Whereof ~~Wm~~ ^{work} (A) your Orator would further
represent unto him that he never sold Jacob
Brotherton any land. it is true that your Orator
& Jacob Brotherton was talking about the land
& your Orator would state that Jacob Brotherton
told your Orator he would give him
\$30000 for the land if he would take the price
of the land in property he would take the land
but your Orator told Brotherton he would
not take all stock for the land but would
Jacob Brotherton he would take \$10000 in
horse property & \$200,00 in cash for the place
but in truth and fact Brotherton refused to
buy the land. this conversation took place about
the year 1871. your Orator would further
state ~~your Orator~~ ^{that} Jacob Brotherton came
to Scott County Virginia some time after
~~words~~ and he had moved to Scott and brought
a fine horse with him and offered him to your
Orator in part pay for the land as of one
said worth one hundred dollars.

Your Orator would further state that
he never did sell Jacob Brotherton any
land or contracted any land to Jacob
Brotherton. Your Orator would further
state that when Jacob Brotherton came to
your Orator's house in the year 1873^{you could remember} he
demanded of him his land and the possession
of his land your Orator would further
state that he demanded his rents every year
after he left his place of Jacob Brotherton
your Orator would further state that
he gave Brotherton a written notice that he
wanted possession of his land and buildings
and demanded of Jacob Brotherton the rents
of his place at the same time & told him
if he did not give up his possession he would
see him your Orator would state that
Brotherton did not give possession or pay
the rents & your Orator brought his
action your Orator would further state
that Jacob Brotherton offered Green B.
Hallist \$100.00 if he would make him
a right to the land in dispute your Orator
would further state that when he let
Nelson Johnson ~~have~~ the claim on
Willis & Singleton he over paid for his land
& when he gave Nelson Johnson an order
for the claim Johnson would give up
his two notes but in truth and fact Johnson

had traded the notes at that time held
to Jacob Brotherton your Orator would
further state that he does not owe Nelson
Johnson one cent on the land that he purchased
from Johnson your Orator would further state
he does not owe Jacob Brotherton one cent
but on the other hand Brotherton is largely
indebted to your Orator your Orator would
further state that Nelson Johnson did sell Jacob
Brotherton two notes under seal for the sum of
\$77,50 each they being the same notes that your
Orator executed for the purchase money of the
land as afore said. which your Orator paid
Nelson Johnson one cent of the notes and there
is not one cent due in the land your Orator
would further state that Nelson Johnson
Jacob Brotherton filed a bill in the County
Court ^{of Seal} against Joseph Rhoads to sell the
land for the purchase money of said land
your Orator would further state that when
he gave the share on the claims that he held
against Willis's singleton he over paid the
notes your Orator would further state
that Nelson Johnson was to make an general
warrant deed but in truth and fact there
was no title in him your Orator would
further state the title is in Green B. Wallin
your Orator would further state that Green
B. Wallin ~~has~~ received the purchase money
from Nelson Johnson the same land now
in dispute Wallin says he is ready to make the right

Your Orator would further state that Jacob Brotherton's bill was dismissed at Brotherton's cost at the March term 1871 but before dismissal on the 22 day of February 1871 Your Orator filed his cross bill to the bill filed in the County Court of Lee against Nelson Johnson and your Orator by Jacob Brotherton. Which cross bill set up the fact that your Orator had over paid Nelson Johnson for said land when Jacob Brotherton dismissed his bill that he had filed in the County Court of Lee against Johnson & your Orator. Your Orator would further state that it is untrue that Jacob Brotherton has held the land for 8 or 9 years under a contract as defendant says the way Jacob Brotherton came in possession of the said land as before said was that your Orator was forced to leave his land he was shot at and slightly wounded, and went to Scott County where one of his sons lived and staid till Jacob Brotherton's bill was dismissed at Brotherton's cost when your Orator rented him a place in Scott County and moved to it where Brotherton took possession of your Orator's land and refused to grow it up Your Orator would further state that when he was shot at and was threatened if he was ever found in that country he would be shot

+ it was for no other purpose only to run off
your Orator to get his said land that he
had bought and paid for + when your
Orator had been shot and wounded he ~~remained~~^{went}
to Scott County and state till he sent
him a place to go to. where he sent Thomas
Rayner to move him to Scott and as soon
as your Orator moved out Brotherton
moved in + then closed a contract but in
truth and fact your Orator never did contact
with Brotherton about the land further than
to tell Brotherton he would have the land for
\$300,000 dollar \$100,000 he would take ~~the~~^{in horse}
at property \$200,000 must be paid in cash
when Brotherton refused and never paid
anything your Orator would further state
when he came to Scott to see your Orator
about the land he brought a horse worth
\$100,00 and offered the horse in part
pay + would your Orator if he would
go home with him he would give him
another worth \$100,00 but in truth and
fact your Orator did not go or take the
horse he offered which will appear as proof
when of mark (D) your Orator would
further state that at the time when Brotherton
bought the notes he knew that your Orator
had paid the notes he bought from
Johnson.

Your Orator would further state
that Wallin is redy and will to make the
right when he knows who to make it
To your Orator charges that he has fully
paid the purchase money ^{due} on said land
& that Nelson Johnson has fully paid
Wallin the purchase money for the same land
that he bought from Wallin, it being the same
land that Nelson Johnson sold Joseph Rhoads
Your Orator would further state that Brotherton
fraudulently Took possession of Your Orator land
Your Orator would further state he has paid the
purchase money on the land as of one said & charges
that he is intitled to the legal title to the land that
Jacob Brotherton is now in possession of your
Orator charges that the title is in Green B. Wallin
he charges it is a fraud of his rights to suffer
Jacob Brotherton to with hold the possession from
him he charges it is a fraud of his rights to suffer
Green B. Wallin to withhold the title from your
Orator ^{to have advice for a right from Green B. Wallin to your Orator}
Now the object of this Bill therefore is
& to compel Green B. Wallin to make your Orator agree
Hearon due to the land Your Orator prays there
fore is ^{that your honor will do right to your Orator} that Jacob Brotherton & Green B. Wallin
Nelson Johnsons be made parties defendants to
this Bill & that Green B. Wallin be compelled to make
the title of the land to your Orator & Brotherton
be compelled to surrender the possession to your Orator
& Jacob Brotherton Green B. Wallin & Nelson Johnson

Joseph Rhoads
 as Amended
 Bill
 Jacob Brothman & others.

1880. Feb. Amended Bill Filed
 and debts appeared by their
 Counsel. A. L. Bidmore
 " Mr. Del for hearing by Court.

be empowered to answer on oath under a full
 true and perfect answer on oath to this Bill
 that your Orotor^{my} have all ^{such} other & general relief
 in the premises as the nature of his case may require
 or to equity shall seem meet and your Orotor
 Will ever pray, &c.

1
To the Honorable John A. Kelly ^{Sen} Judge
of the Circuit Court of ~~San~~ County
Your Brother Joseph Rhodes
would respectfully represent
unto your Honor that he heretofore
filed his Original Bill in your
Honorable Court, of ^{San} County, ~~San~~ County
and others and leave was given
him to file his Amended Bill
but his counsel Mr. S. Wolfenbarger
to whom he had trusted his cause
abandoned the cause without
filing said ^{amended} Bill,
he now by way of amendment to said
Bill begs leave to state that in
the year 1867 he purchased of
One Nelson Johnson at the price
of \$300.00 paid down \$145.00 then
executed to said Johnson his two
notes for the balance of the purchase
money each being for the sum of
\$77.50 soon thereafter, he
paid the balance of the purchase
money to said Johnson and
went into possession of said land
the title to said land was in
One Henry Wallen and after the
payment of all the purchase money
to Johnson, he met with Johnson

and Mollen together. when Johnson
desired Mollen to carry said loads
to your Brother, as he had sold it
to your Brother and had received
all the pay. Mollen agreed to do
so and will make and acknowledge
to father with his wife a general
warrantee deed to said land.
Carrying it to your Brother
and went before J. B. Glap and
M. B. Glap together with his wife
and acknowledged said deed to
your Brother this was done in
the presence of said Johnson
who desired it so made
His deed your Brother left
in the clerks office of the
County Court of Sullivan
to soul duly admitted to
record with the clerk of said
Court. Some which time
your Brother has enquired
of the clerk for said deed
for the purpose of having
it duly admitted to record
but the clerk after examination
states he was totally unable
to find said deed and that
he had not received the
same.

your Brother now says it is
 lost and so believes as your
 clerk informs him he cannot
 find the same. Some time
 after this loss was fully paid
 for and the said road as above
 stated. Said Johnm transferred
 as your Brother has been informed
 these notes, ~~cash~~ to one
 Jacob Bracton, which if done
 was through fraud and your
 Brother charges that the said
 Bracton never paid Johnm
 one cent for said notes
 for Bracton well knew
 that your Brother had paid
 up in full for said road
 when your Brother permitted
 paying said debts, Johnm said
 he did not have the notes
 with him, but would send
 them to your Brother as they
 were fully paid up, this
 however he did not do
 and moved off some where
 west. And after he left
 Bracton commenced annoying
 your Brother, saying he had
 the notes, and wanted the
 cash your Brother had ~~sent~~

And threatened to murder your
 Brother if he did not let him
 have the lands. your Brother
 was shot at and wounded
 in his field, and was told
 by Brotherston afterwards that
 if your Brother had not moved
 out of the sight of the gun
 he would have been killed.
 The annoyance became so
 great your Brother had great
 fears of his life and moved
 off of said lands having
 them in possession of his family
 soon afterwards your Brother and
 left also to avoid the threats
 and annoyance of said Brotherston
 immediately Brotherston went
 upon said lands and soon
 afterwards his ~~brother~~ family
 went upon the land and has
 used and occupied it ever since
 and has not even paid
 your Brother one cent of
 rents upon the same although
 he has been in possession
 of it for about 11 years
 the rents of which is worth \$50.00
 per annum

(5-)

Bracterton sued upon these rates
which was defended by some
Proctor and was dismissed.

After this Brocton proposed
to purchase this load of said
Ore but we could not
agree about the price of
said load. James Orotor
demanded rents. Brocton stated
he was able to pay the rents
and would pay the rents, but
has never paid any part thereof.
Representing that Brocton
surreptitiously procured the said
Ore to load to prevent its recapture
Ore is advised that he can find
that Brocton has the said Ore
afterwards Ore has it read to
Wallen. but he has only heard this
fact from Arthur & cannot state positively
One thing is certain although & that is that
James Orotor delivered said Ore
to J. B. West, ^{or to a Mr. Thompson who is connected} who was then clerking
in the office as he supports a daily
check

Perforant is advised one charges that
he is entitled to have till set up by
Jano Hovos. His till having been lost
after it was delivered to the clerk for

recognition; and for an account of
the rents & profits of said lands
for the time said Brodston has withheld
the same from your Orator.

Your Orator is advised that said
Jacob Brodston lined a will on his
land himself. Then put his ~~power~~
in possession then his Orator, so that
he has continuously by himself and
his tenants thus depriving your Orator
of the possession of his lands and the
rents thereof, when that he has no
claim or show of claim in any way
either oral or written, simply just
staying coming to law upon your Orator's
place and depriving him of his honest
rents

Your Orator being contented to acquiesce
temporarily at common law and
releasable only in a court of
Equity

His prayer therefore is that
the said Nelson Johnson, Jacob
Brodston and Frederick Moller
be made parties defendants to his
Amended Bill and required
to answer the same truly on
Oath, but upon a hearing

James Hones will by all necessary
 and proper Orders and Decrees
 appoint a special Comm to convey
 said land to James Coater that was
 conveyed to the said lost, and that
 One of the Comm of James Hones
 take and account of the rents of said
 land and that said Brotherton
 be required to pay James Coater
 said rents. And that James Coater
 be placed in possession of his said
 land, but should James Coater
 in any any wise be grieved in the
 relief herein sought, then that
 that James Hones will grant
 unto James Coater any and
 all such letters patents and
 general relief as to equity
 belong and is suited to the
 Peculiar circumstances of his
 case.

the undersigned was of
 my, Spain and America

Sealaway Moor and Sons

Joseph R. Hays
203 American
Mill
Joseph Broderton

Filed Mar 31st 1881.

Jas W Orr, Clerk.

To the Honorable John A. Kelly Judge
of the Circuit Court of Lee County Va.
The return and answer of Green
B. Waller to a bill filed in this Honorable
Court by Joseph Rhodes against Respondent
et al.

Respondent says the plffs bill is not
good and sufficient in law and of this
he prays judgement of the court ~~that~~

But if any other or further answer
be deemed necessary answering he
says that it is true that ~~once~~, he at
one time owned the land spoken of by
the plff, and he several years ago sold it
to one Jesse Roberts, to whom respondent
made no conveyance, Roberts paid re-
spondent for it however, and was enti-
tled to the land therefor, - Roberts sold the
land to Nelson Johnson, to whom Roberts
by written order directed respondent to
make the title, but before this was done
Johnson sold to the plffs, to whom the plff
executed his notes for the purchase money
Johnson then sold three or a part of
them to Jacob Bratterton spoken of by the
plff, and assigned two notes for \$75. 00

each, upon their Brattleton instituted
suit, to enforce the vendors lien for the
payment of said two notes, while this
suit was pending Nelson Johnson applied
to respondent to make him a deed for
said land to be filed in said cause
so as to enable the said Brattleton his
benefit to sell the same, this respondent
did, and the said Johnson accordingly
filed said deed as he is informed & believing
as an escrow in said cause, - when this
was done, and while said suit was
pending & before final decree therein
the plff became dissatisfied and un-
willing to remain on the land longer, and
in the presence of this respondent, the plff
and said Rhodes entered into an agree-
ment about these matters, when Rhodes
agreed to see said Brattleton the
law, and they then agreed upon these terms -
~~Rhodes~~ Brattleton agreed to give Rhodes
up the two notes sued on, and pay his
own costs in court in the same, and give
the said Rhodes a certain filler known as
and to pay him \$20 for the growing crop, which respondent is informed
Rhodes said to him, Rhodes was to

the said Brattleton did pay

pay his costs & retain the possession of
the house or grass lot - for two or three
weeks until he could get away - and it
was agreed that if the deed therefore
made or filed by this respondent had
not been admitted to record in said
county it was to be re-delivered to this
respondent - and this respondent was to
make a new deed to Bratterton. The deed
here spoken of has never been delivered
to ~~this~~ respondent as he remembers, and
he has never made Bratterton its deed
agreed upon, but respondent acting for
said Bratterton has settled the costs of
the suit & stands ready to make
title to Bratterton or his assignee when
called upon. This respondent further
states that as to the claim of Wm W.
Sage alleged to be the plaintiff he knows
nothing of but he knows that the
land spoken of has been in the
peaceable possession of respondent
those under whom he claims &
who claims under him some 40
or 60 years. But as the plaintiff sold a
good possession of the same to Bratterton.

Respondent can not see what this matter
with the plff. Respondent has no feel
no personal interest in this matter but
being called on by the plff deems it
proper to state the truth of the whole
transaction. And having now fully
answered he pray to be heard and
misses with his costs.

Layan & Pienmore

Virginia Lee County,

This day Green B. Wallen personally ap-
peared before me and made oath that
the facts set forth in the foregoing an-
swer is true so far as made upon
his own knowledge and so far as
made upon information of others
he believes them to be true. Given
under my hand this Oct 28th / 1879. —

G. B. Wallen

Sworn to before me this, 28th, day of October 1879.

James H. Orr, Clerk.

Green B. Wallen

Acty Answer

Joseph Rhoads

Filed & Recd, Nov 27th 1879.

James H. Orr, Clerk.



The Honorable John A. Kelly Judge of
the Circuit Court of Lee County Va
The demurrer and answer of Jacob
Brotherton, to bill filed in this Honorable
Court by Joseph Rhodes against the defend-
ant and others.

8000

11550
14450

20000
18460
11550

145
3950
14450

250
200
35.00
39.50
77.83
86.03
77.50
8.53
12.80
7.00

Respondent says the plffs bill is not
good and sufficient in law and of this
he prap judgement of the Court &c.
But if any other or further answer be
deemed necessary answering he says, the
plffs pretension to an interest in the land,
he mentions is false from beginning to
end - The plff is moved more by a
malicious spirit to annoy him and in-
jure respondent than any hope of gain he
has an action at law for the rents of
this same land, and an injunction
against your respondent, con or tenant to
prevent the paying over of rents to this re-
spondent. - This respondent purchased for
a valuable consideration, from one
Abelton Johnson, two notes for \$77.50 each
the date not now remembered, executed by
the plff for a tract of land, situated on
the waters of the North Fork of Clinch

River and not Blackwater as the plff says. Upon these notes your respondent filed his bill in the County Court of Lee County seeking to enforce the vendors lien for the payment of the same. While this suit was pending your respondent and said plff in the presence of Green B. Hallen and others settled all matters in controversy between them, your master purchased the land from the plff, and was to give him his two said notes, and pay respondents costs of suit, and give him a deed for the land worth then about the sum of \$75⁰⁰. and was to pay the plff for his growing crop the sum of \$22⁵⁰. This was all paid him, and he was to retain the possession of the house & lot for about three weeks this he did and then moved off, gave up the possession to respondent who has ever since held the same. And the plff has acquiesced in that settlement ever since for a period of 8 or 9 years without any complaint. The result of this whole thing is, that the plff was then and as your respondent

and is informed is now wholly in-
solvent and irresponsible for costs, and
wishes only to put you respondent to
costs & trouble. He here refers to the ans-
wer of Green B. Waller for a detail
of this transaction before your respond-
ent became connected with it - At the
time of settlement the said Rhodes agreed
that Green B. Waller should convey to your
respondent these lands, but the same
has not been done, through neglect, as
your respondent is advised that said
Waller is ready at any time to make
the same. Respondent having now fully
answered prayer hence to be dismissed with
his costs.

Wm. A. R. R. R.

Virginia Lee Court to wit

This day Jacob Braxton personally
appears before me and made oath that
the facts stated in the foregoing answer are true
so far as made upon his own knowledge and
so far as made upon the information
derived from others he believes them to be
true Given under my hand this 8th day of Nov
1877 -

Thos. Stephenson J. C.

HP

Jacob Brattenton

ads } answer.

Joseph Rhodes

Filed & Ref. Nov 27th 1879,
Jas W Orr, Clerk.

To the Hon. John A. Kelly Judge of the
Circuit Court of Lee County.

The Joint Demander of Jacob. Bratterton
Green B. Wallen, to a bill filed by
Joseph Roads, against them and others.

Respondents state that the plaintiff's
bill and amended are void of them
good & sufficient in law and of this they
may judgement of the Court &c.

A. L. Prudhomme

For Defendants.

Jacob. Brantley and
Green B. Wallen

ads } Demure to
Belo Amended Bill

Joseph Rhodes

Joseph Rhodes, Plff

Against

Nelson Johnson et al, Defs

} On day

This cause came on this day to be heard upon the bill and amended bill and demurer to each by the defendants Green B. Mallin & Jacob Braterton - and was argued by Counsel - On consideration whereof it is adjudged ordered and decreed that said demurer be and the same is sustained - and plffs said bill and amended bills are dismissed and ^{that} the defendants recover their costs and the cause is dismissed from the docket.

Joseph Rhodes

vs Decree Final

Nelson Johnson et al

March 7. 1884

Entered page 367

J. A. Hyatt
Clerk

Enter this
March 26/84
J. A. Hyatt

Joseph Rhoads

25

Wilson Johnson et al

} In Chancery

This cause came on again this day to be heard upon the Papers formerly read & was argued by counsel.

And the Court being of ~~the~~ Opinion that the answer filed therein is well taken

On consideration whereof it is adjudged Ordered and decreed that the answer to ~~the~~ Complainants amended Bill be sustained.

~~And~~ On Motion leave is granted Complainant to amend his said Bill & the cause is continued.

Joseph Rhoads
25 3 Dec
Belton Benton & Co

Entered page 354

J. A. Hyatt
Clerk

Enter
J. A. K.
Nov 30/83

Joseph Rhodes - - - - - Plff
 Against
 Nelson Johnson et al Defs } On this
 This is on the motion of Green B. Wallen
 and Jacob Bratterton, and by the consent of
 the plff, leave is granted them to file their
 answers to the original cause to the plffs
 amended bill, and the same is accordingly
 filed, and the plffs replys generally thereto
 and the cause is continued -

Rodley

273 Decue

Johnson & Bartlett

Nov. 1. 1882

Entered Page

239

J. A. Hyatt Clerk

Enter this
Mar. 31 - 1882
J. A. Hyatt

Joseph Rhodes

vs { Meene-Lincol

Jacob Proshutman etc

Entered O.T.B. page 355.

Enter this Decree

H. J. Morgan

Aug 25th 1871

Jacob. Brotherton Plaintiff } For charging
against-
Joseph Rhoads. et al Defendants

This cause came to be heard upon the bill of the plaintiff exhibits filed the answer and cross bill of Joseph Rhoads and answer to the cross bill by plaintiff and was argued by counsel and it being suggested by the plaintiff counsel that the plaintiff do not wish further to prosecute his said bill on his motion the said bill is dismissed, the plaintiff paying the cost thereof except the attorney fee which is to be so tender as to affect the matter of setoff in the debts. Cross bills. but full power are reserved to him to prosecute the same.

The said original bill of the plaintiff is dismissed from the docket & the cross bill and the cross bill returned for further action and the said cross bill is ^{retained for} ~~continued~~ further action, and the said cross bill is continued.

This is a true copy of the
said decree

Jacob Brotherton
vs } Dever
Joseph Rhoads

Virginia Lee county to wit June 24th 1879
Pursuant to a notice given to Joseph Rhoads by the
hand of Baxter Brutterton on the 9 day of this
instant to appear at the dwelling house of Meram
Moore in said county on the 24th day of this instant to
take the deposition of Jacob Brutterton and others to
be read as Evidence in a Suit pending in the circuit
court at Jones Ville in the above named county and State
where in the said Joseph Rhoads is plaintiff and
Thomas Brutterton is deft Mr Joseph Rhoads failed to be
present

Jacob Brutterton a lawful witness 58 years old
after being duly sworn deposes and says
I had bought two notes on Joseph Rhoads & executed
to Nelson Johnston for seventy five dollars each
one subject to a credit of fifteen dollars said note
was given by Rhoads as a part of his purchase when
he bought the land in controversy Sumatra after
words about the year seventy I bought the same
tract of land of the said Rhoads and settled the note
and was and did pay a bill of cost at Jones Ville
and let him have a cott worth fifteen dollars which
he never took away he the said Rhoads give me
possession of the land at that time all but the house
and a small lot by a agreement that Mrs Rhoads was
to give when I paid her for the present crop I did
so and she give me possession and through my right
I put Thomas Brutterton in possession we have had pos-
session ever since and paid the taxes for a bout
eight or
nine years continued to the other page

gus by dept did you or did you ^{not} take any written obligation
on Mr Rhodes for a right and why
ans I did not for the right was in greenberry
Wallen and he was present and promised to make
me a right in a verry short time after words
and nothing more dependant said he

Jacob ^{this} Brantherton

This deposition was taken before me at the dwelling house
of Hiram More on the 24th day of this instant given
^{in my county} under my hand Given under my hand This the
24th day of June 1879

Jesse Auburn J. P.

Tues 2nd the Justice p 2.25

Jacob Brantherton

ado 3 depts

Joseph Rhodes

Jacob July 7th 1879.

Jas W. Or. Clerk

Pursuant to the accompanying notice
I the undersigned an acting justice in and
for Lee county in the state of Virginia, proceeded
at ~~the~~ G. C. Duff's mill near Sticklyville in Lee County
Va. to take the deposition of Joseph Rhodes &
J. B. Glass and M. V. Glass to be
read as evidence on behalf of the plaintiff, upon
the hearing of a suit in chancery now pending
in the circuit court of Lee county wherein
Joseph Rhodes is ~~the~~ plaintiff and Greenberry
Wallin and Thomas Brotherton are Defendants,

Joseph Rhodes a witness of lawful age
being duly sworn deposes and says that,
in the year of 1868 Nelson Johnson sold to me
a certain piece or parcel of land lying and being
in the county of Lee in the valley at the foot of
Newmar ridge opposite the flower gap, and Green-
berry Wallin was to make me the deed to the
same, which he did, I think it was in the year
of 1870, Greenberry Wallin told me he had made
me the deed, and that Johnson had took it,
and filed it in the clerks office, some time
after that I was at Jonesville and found
the deed and got Judge Burnes to read it for
me, I left the deed in the office, and after
that I went to get the deed it was gone
and there had not been any record made
of the ~~deed~~ ^{it} and further this defendant
saith not. Joseph Rhodes

J. B. Glass a witness of lawful age
being duly sworn deposes and says:

Question by plaintiff
was there a deed made from Greenberry
Wallen to me or any person,
Answer by witness

Greenberry Wallen and wife acknowledged a
deed before me and M. N. Glass, but my
recollection is that the deed was made to Nelson
Johnson, as he was present at the time,
and further this deponent saith not.

J. B. Glass

M. N. Glass a witness of lawful age
being duly sworn deposes and says:

Question by plaintiff
Was there a deed made from Greenberry
Wallen to me or any person
Answer by witness,

There was a deed acknowledged before
me and J. B. Glass by Greenberry Wallen and
Theresa his wife Nelson Johnson was present,
and my recollection serves me that the
deed was made to Joseph Rhoads, and
further this deponent saith not.

M. N. Glass

Virginia Lee County

I the undersigned an acting justice
in and for said do hereby certify that
the foregoing depositions of Joseph
Rhoads, J. B. Glass and M. N. Glass
were deposed, sworn, and subscribed to

before me at the time, and place
and for the purpose set forth in the
caption, given under my hand this
26th day of August 1877

G. C. Duff J. P.

Costs

Justices fee \$1.00
witnesses fees 1.00
\$2.00

Paid by Joseph Rhoads
G. C. Duff J. P.

Joseph Rhodes

vs { Dehors

Thos Brotherton et al

Filed Sept 15th 1879.

Jas W Om. Clerk.

Meers Greenberry
Wallen & ~~Wall~~ Thomas
Brotherton take notice that
on the 26th day of August
1879 I will proceed to take
the Depositions of S. B. Glass
& M. W. Glass also Joseph
Rhodes at G. C. Duff's mill
near Stickleyville Lee co. va
to be read as evidence in a
case now pending ⁱⁿ chancery
in the circuit court in Lee
county va. where in ~~you~~
~~am~~ I am Plaintiff and
you are Defendants
Yours &c

July 7th 1879

Joseph Rhodes

Virginia
Lee County } Town

I, G. C. Duff a justice of the peace in
and for said county do certify that Joseph
Rhodes personally came before me and
made oath that he delivered a true copy
of the within notice to Greenberry Walling
wife on the 7th day of Aug. and on the 8th
day of Aug. he delivered a true copy of the
within notice to Thomas Brotherton
Given under my hand this 26th
day of Aug. 1879

G. C. Duff J. P.

946

The depositions of Martin Darnel taken on the 24 day of July 1878 at the residence of James A. Taylor in Scott County in the state of Virginia pursuant to a notice herunto annexed to be read as evidence on behalf of the plaintiff in the trial of a suit pending in chancery in the circuit court of Lee County in the state of Virginia wherein Joseph Rhodes is plaintiff and Thomas Brotherton and Greenberry Wallin are defendants. The deponent being of lawful age and first duly sworn before and by me deposes and saith that Nelson Johnson told him that there was close about one hundred acres of the land which that said Johnson sold to the plaintiff Rhodes, and that the plaintiff Rhodes sent him (the witness) to Jacob Brotherton to tell him that the plaintiff Rhodes would not take Brotherton's offer for the land and for the witness not to bring the colt and he did not bring the colt, and that Brotherton told the witness that if the plaintiff Rhodes sent for the colt he must send him five dollars additional or he would ^{not} let him have the colt and about 3 years after ^{with him} the Plaintiff got the witness to go to Greenberry Wallin's and said Wallin said that Brotherton had offered to pay him \$30. if he would make him (Brotherton) a deed to land mentioned above and Wallin said he would see Brotherton dead and in hell before he would make him the deed, and that Wallin said if the Plaintiff Rhodes was out of it, he would sell the land to somebody else. witness further states that Wallin in a conversation with Rhodes the plaintiff said that he had made Rhodes the deed and that he ought to have taken it but further this deponent saith not.

Martin Darnel.

I certify that the foregoing depositions of Martin Darnel was duly taken before me at the time and place and for the purposes as stated in the foregoing caption.

thereto pursuant to the notice herewith annexed
for the taking of the same, Given under my hand
as a notary public in and for Scott county in the
state of Virginia this 24 day of July 1877.

James A. Taylor. N. P.

Fee for taking this
deposition .75 cents

James A. Taylor. N. P.

Joseph Rhodes
as deponent
of the above
filed Sept 17th 1877.
J. M. Orr. C. K.

Hiram K. Starns & Martin Darnel

The depositions of Joseph Rhodes, taken on the 11 day of March 1880 at the dwelling house of James A. Taylor in Scott county Va. pursuant to a notice herunto annexed to be read as evidence on behalf of the plaintiff in a suit pending in the circuit court in chancery in Lee county Virginia wherein Joseph Rhodes is Plaintiff, and Green B. Wallen and Jacob Brotherton are Defendants. The deponent being of lawful age and first duly sworn before and by me deposes and saith that in November 1867 ~~the~~ he bought a tract of land of Nelson Johnson lying in Lee county Va. for which he was to pay said Johnson three hundred dollars, said Johnson said there was close about one hundred ^{acres} that it would not miss it five acres, witness also says about one year after the Plaintiff bought the tract of land mentioned that Jesse Roberts and Green B. Wallen came upon the land and made corners to said tract without his consent or knowledge, about the year 1870, Green B. Wallen said there was not more than fifty acres of the land, that Johnson ^{sold} to Rhodes, The witness says that he paid said Johnson a fine mare ^{for} ~~at~~ ^{at} which a hundred and forty five dollars and that if Johnson could sell the mare for more that Rhodes was to have a credit for the overplus and Johnson ^{said} he sold the mare for one hundred and fifty five dollars ^{for} the balance of the purchase money the plaintiff gave two notes each for seventy seven dollars and a half. The witness says that sometime in February 1868 that he let said Johnson have three head of cattle for thirty five dollars and that (he) the witness went home with Johnson and entered the credit on the first due note himself for the thirty five dollars, sometime after that he paid Johnson six bushels of oats amounting to two dollars and also fifty cents in shoemaking, Witness further says that he sold said Johnson a claim on Fayette Willis and Demp Singleton ^{for} two hundred and twenty five dollars, that Johnson was to sue them and if he could collect it, he was to ~~pay~~ credit said Rhodes notes one hundred and twelve dollars and a half, says that he thinks that the land lacks about forty or forty five acres of being a hundred

which was the number of acres that Johnson sold the Plaintiff,
for which deficit he claims one hundred and thirty five dollars
damage, Witness says that after he had ^{made} the payments to Johnson referred
to in this deposition that Johnson sold ~~to~~ the notes the land notes to
Jacob Brotherton claiming ^{balance on} ~~the~~ notes one hundred and twenty dollars
and that he (the witness) told Brotherton that he ~~did not~~ must have a
credit for what he had paid Johnson that being done he did not owe
Johnson, Brotherton sued the Plaintiff and Johnson claiming one hundred
and twenty dollars, that Brotherton sued the Plaintiff in chancery and then
he (Plaintiff) filed a cross bill in answer to his bill awhile after that Brotherton
^{Johnson} and ^{his bill} rode up his house and vilified him very much for the way he had
filed, The Plaintiff ordered them off, Brotherton replied that if he said much
more that he would get down and stay all night, a short time ^{after} that the Plaintiff
was at work in his new ground was shot at and hit and wounded, some time
^{after} that Brotherton came into ^{the} ^{armed with a club} field where Plaintiff was hoeing corn Plaintiff
told Brotherton that some body had shot at him, while at work in his field,
Brotherton replied that the man who shot at him, would shoot again, and that
if he had not moved out the sights of the gun, that he would have ^{been} dead and buried
Brotherton then proposed to buy his land he did not sell his land to Brotherton, the
next day Brotherton and Green B. Wallen both came ^{Brotherton} and wanted to buy his
land again, he proposed to buy Plaintiff's crop and pay him the money for it,
agreed to leave it to men what it was worth, and ^{made} him an offer for the land, offered
the amount he had ^{said} him for ^{a mare} and a colt, Plaintiff told him if he concluded to
take it that he would send for the colt in two weeks, Plaintiff was afraid to
stay any longer at home, and left, sent down the next week a wagon and team
to move his family, sent word to Brotherton that he would not take his offer,
about three years after Plaintiff moved from his land to Scott county Brotherton
and Richard Wallen came to his house, Brotherton proposed to sell him a
horse for his land, and wanted him to give him (Brotherton) an order to
Green B. Wallen for a deed to the land, Plaintiff would not trade with him
~~with~~ for the horse, he then wanted Plaintiff to go home with him and get
a mare that he had, Plaintiff told him that he would take the ^{colt} mare, and
two hundred dollars in money, for the land, and he would ^{not} agree to give it.

Plaintiff then told Brotherton if he would not ^{by} the land that he
must pay him sent Brotherton said, ^{he} was good for it,
but farther this deponent saith not. Joseph Rhodes

I certify that the foregoing depositions, Joseph Rhodes, Hiram
K. Starns and Martin Darnel, was duly taken before me at the
time and place and for the purposes as stated in the foregoing
caption thereto, pursuant to the notice herunto annexed for
the taking of the same, given from under my hand as a
notary public for the county of Scott in the state of Virginia
on the 11 day of March A.D. 1880, James A. Taylor, N.P.

To 5 hours spent in taking and certifying to this package of depositions
1 hour .70
4 hours 3.00
\$ 3.70

The above is my charge To Joseph Rhodes
James A. Taylor N.P.

Joseph Rhodes
vs } Depositions

G. B. Wallen

Filed Mar. 20th 1880.

Jas W Orr. Clerk.

Hiram K. Starnes an other deponent being of lawful age and first duly sworn by me deposeth and saith, That about 2 or 3 years after Rhodes the Plaintiff moved back to Scott from Lee county Jacob Brotherton and Richard Wallen came to his house in Scott county and asked him to go with them to Rhodes's and he went with them. Brotherton proposed to buy the land of Rhodes that Rhodes bought of Johnson said he had a horse down at Starnes that if Rhodes would go down there he would give him the horse for his land being the referd to and if the horse did ^{not} suit him that if Rhodes would go home with him he had a mare that he would give him for the land Rhodes refused his offer but told Brotherton that he would take a mare and colt and two hundred dollars for the land Brotherton refused to give it. Rhodes told him if he did not buy the land he must pay him the rent Brotherton said he was good for it. Witness says that the horse that Brotherton offered Rhodes for his land was worth about eighty or ninety dollars but farther this deponent saith not.

Hiram K. Starnes

Martin Darnel another deponent being of lawful age and first duly sworn before me deposeth and saith that in the year 1870 he went with a wagon to Lee county to move Joseph Rhodes the Plaintiff back to Scott county that he heard Jacob Brotherton say in talking about Rhodes the Plaintiff being shot at while working in his field that if Rhodes had not moved out of the sights of the gun that Rhodes would now have been dead and buried and Brotherton told witness to tell Rhodes that he had better stay away from Jonesville if he would be safe but farther this deponent saith not.

Martin ^{his} Darnel
mark

Joseph Rhoads } In Lay
vs
Nelson Johnson

This day Joseph Rhoads made
oath before me that he is not
ready for the trial of his case at the
term of the court. Because he says
that some time after the last term
^{as soon as he could do so on account of illness}
of his case he preferred his notice
to take the deposition of his witness
^{of whom said in the last line}
one J. J. J. in his case. That when
^{he took the deposition of his}
he went to J. J. J. his witness was
absent so he could not get him
summoned. That he then went
to take some other proof before
James M. Moor in Lee county where
we got there Green Wallen appeared
before the justice and made him
believe that the notice was not
sufficient and he refused to
take the depositions. That Green
Wallen had told him he must
not do it that it had to be a
court appointed by the Governor
to take the depositions. The justice made
this statement in the presence of me & David
Willis who I had got to help me take
the depositions, affiant was thus
prevented from taking his proof
a copy of the notice is here filed
marked (A) affiant says that he

affiant further states that he on
day before yesterday learned through
David Willis that one James Sulph
had been at Jacob Brodston's house
and saw and read the deed
made by Green Wallen to me for the
land in controversy, as stated in the pleadings
that he is advised that said proof is
material in the trial of this cause. That
he could not take the same since he
learned these facts for want of time
that he does not make this motion to
hinder or delay the trial of this cause
but he makes it to enable him
to have a fair trial & believes he
can get the proof by the ~~proper~~
terms of this court

Sworn to before me
this 28th day of November 1883
J. A. G. Hyatt Clerk,

Joseph Phares
23rd Officer
of the Court

Made filed Nov 1883

Joseph Rhoads } Archung
as }
Deton John

This day Joseph Rhoads made oath
that he is not ready for the trial
of said cause at the term of the court.
Because on last Tuesday he for the
first time discovered new and
material evidence that had hitherto
been unable to ascertain that since
he discovered the same he has not
had time to give notice & take
the depositions of the witnesses he
saw & learned what they would
prove that he has information & counsel
what he can prove by said witnesses
who advises him that it is material
that he does not make this motion
for the purpose of hindering or delaying the
trial of the case but simply that he
may be able to take the newly discovered
evidence above mentioned, that he swears
& will ^{as by belief} take the proof before the next
term of said court.

Sworn to before me this 30th day of
August 1883

J. A. Hyatt
Clerk

Joseph Rhodes
vs. affidavit
Abraham Johnson

Filed at Aug 7 1883,
J. A. Hyatt
" " Clerk

Virginia Lee County to wit,

This day Joseph Rhodes personally appeared
before me, and made oath that he is informed &
believes that Nelson Johnson is a non-resident
of the State of Virginia,
living under my land, this 28th day of
March 1878.

R. H. Orr Jr. S. C.

Joseph Rhodes

vs 3 affidavit

Nelson Johnston ^{et}
_{als}

mr green & wallin and jacob Brotherton take notice
that on the 11th of march 1880 at the dwelling house
of james a tailors in scott county v. a i shall procede
to take the depositions of my self and hiram k. starns
and others to be read as evidence in a suit pending
in circuit court in chancery in lee county ^{Pa} where in
i am plantif and you are defendend
this the 2th of march 1880 joseph rhodes

Virginia Scott county to wit:

This day Joseph Rhodes came before me a notary public
for the county and state aforesaid and made oath that he
delivered a true copy of the above notice on the 3, day of March 1880,
to Green B. Wallin, And a true copy of the above notice on the 3, day
of March 1880 To the wife of Jacob Brotherton at his residence
Given under my hand the 11 day of March 1880,
James A. Taylor N.P.

Nelson Johnson

1870

To the clerk of See County Court Dr

April Cont. atto ads Brotherton & Rhodes 10. Filing answers 15. Rules therefor 25 - 50

John B. West, C. C.

Jacob Brotherton

1870

To the clerk of See County Court Dr

April Order Continuance vs. Rhodes & Johnson 20. preparing bond for costs 50 70

May Order Continuance 20. (June) Order of continuance 20. 40

July Order of dismissal 20. taxing costs 20. filing papers 20. 60

John B. West, C. C. \$ 1.70

J. W. Orris costs \$ 1.12

178
Jacob Brotherton

Virginia Lee County October the 22nd 1883
Mr Jacob Brotherton and Green B. Waller
sirs you will please take notice that at
the Residence of James M. Moore in said
County on Thursday October the 25th 1883
I will proceed to take the Depositions of
myself and David Willis to be read as
evidence in a cause now pending in the
Circuit Court at Jonesville in said
County where you may attend and
Cross examine the Taking of the said
Depositions will be continued from
day to day untill completed

Joseph Rhodes

Notice to Jacob Brotherton
& Green B Wallen from
Joseph Rhodes

A

Messrs. Greenberry Wallin and Thomas
Brotherton, Take notice that on the 24 day
of July 1877, at the dwelling house of
James A. Taylor in Scott county Va. I
will proceed to take the deposition of Martin
Darnel ^{and others} to be read as evidence upon the trial
of the suit now pending in chancery in
the circuit court in Lee county Va.
Wherein I am plaintiff and you are
defendant. Yours &c.

June 24, 1877.

Joseph Rhodes.

Virginia Scott county to wit:

This day Joseph Rhodes came before
me a notary public for said county
and made oath that he delivered a true
copy of the within notice to Thomas
Brotherton on the 8 day of July 1879,
and also a true copy to the wife of
Greenberry Wallen at his residence
on the 7 day of July 1879.

Given under my hand the 24 day of
July 1879. James S. Taylor, N.P.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

*Nelson Johnson & Greenberry
Wallen.*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

July
next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them

by

Joseph Rhodes

And have then there this writ.

Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

day of

May

1879; in the

103rd

year of the Commonwealth.

James W. Orr

CLERK.

^{LN}
Joseph Rhodes
vs { Spc in Chy.
Nelson Johnson et al

July Rules 1879.

Executed by delivering
an attested office copy
to Granbury Waller
on the 12th day of June
1879 not executed on
Nelson Johnson he being
dead.

A Miles & Co for
J. A. Ely & Co.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

Waller

Nelson Johnson & Greenberry

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

July

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them

by

Joseph Rhodes

And have then there this writ.

day of

May

Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

30th

1877; in the 103rd year of the Commonwealth.

James W Orr.

CLERK.

A copy

Lester James W Orr. Clerk.

The Commonwealth of Virginia:

TO THE SHERIFF OF LEE COUNTY---Greeting:
WE COMMAND YOU TO SUMMON *Nelse Johnston, Isaac B. Waller &*
Brotherton

to appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the
Clerk's Office, at *October* Rules next, to answer a bill in Chancery
exhibited in our said Court against *them by Joseph Rhodes*

And have then there this writ. Witness. JAMES W. ORR, Clerk of our said court, at
the Court-House, this *11th* day of *Sept* 1876, in the *10* year. of the
Commonwealth.

R. W. Orr Jr. DC
A copy
W. L. Orr Jr. DC

The Commonwealth of Virginia:

TO THE SHERIFF OF LEE COUNTY---Greeting:

WE COMMAND YOU TO SUMMON

Nels Johnston, Green B. Waller
Brotherton

to appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the
Clerk's Office, at *October* Rules next, to answer a bill in Chancery
exhibited in our said Court against *them by Joseph Rhoads*

And have then there this writ. Witness. JAMES W. ORR, Clerk of our said court, at
the Court-House, this *11th* day of *Sept.*, 1876, in the 10th year of the
Commonwealth.

R. W. Orr Jr. S. C.

17th & D

1800
7500
\$10500

Joseph Rhodes

vs J. Spain Clg.

Nelse Johnson et al

Oto Rules 1876

Exicuted on
Green B Wallen &
Brotherton ~~and~~ not
Exicuted on Nelse Johnson
he hind as nonresidence
of this State
Thomas & Clg D S
for Thomas & Clg S S B